



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

February 13, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

REGIONAL USED MOTOR OIL PUBLIC EDUCATION PROGRAM ALL SUPERVISORIAL DISTRICTS 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for "Regional Used Motor Oil Public Education Program" to Pulsar Advertising, Inc., located in Beverly Hills, California. This contract will be for a period of two years commencing upon Board approval with two 1-year renewal options, not to exceed a total contract period of four years.
2. Instruct the Chair to sign this contract.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Authorize Public Works to encumber an amount not to exceed \$831,131 for the first year and \$490,000 for the second year and each 1-year renewal period. These amounts are based on the contractor's unit prices to administer the Program, our estimated requirements, and expenditures of up to \$40,000 for contributions specifically designated for this Program from non-County sources. Funds are available in Public Works' budget.
5. Delegate authority to the Director of Public Works to renew this contract for the two 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

6. Delegate authority to the Director of Public Works to accept contributions of funds specifically designated for this Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works is responsible for the implementation of the County Household Hazardous Waste Siting Element and the National Pollution Discharge Elimination System Municipal Stormwater Permit which calls for increasing public awareness of various environmental issues. The Regional Used Motor Oil Public Education Program will facilitate the County's efforts in increasing the public's environmental awareness. This Program's intent is to promote proper used oil management among County residents who change their own motor oil. The recommended action is to award a contract to plan, conduct, and evaluate the effectiveness of this Program. Through this contract, Public Works will be spearheading a joint effort with 22 cities to increase the public's awareness about proper used oil management by utilizing radio, newspaper, and other advertising mediums. Since 1999, Public Works has contracted to have this work performed.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Children's and Families' Well Being. This contract will improve internal operations through the utilization of this contractor's expertise to effectively administer the Program in a timely and cost-effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The contract is for an amount not to exceed \$831,131 for the first year and \$490,000 for the second year and each 1-year renewal option period. These amounts are based on the contractor's unit prices to administer the Program, our estimated requirements, and expenditures of up to \$40,000 for contributions specifically designated for this Program from non-County sources. This contract will commence upon Board approval for a period of two years. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed four years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2002-03 budget to cover the first year's cost of this contract. Funds for the campaign will be provided by the California Integrated Waste Management Board Used Oil Block Grant and Opportunity Grant, and through cities contributions from their Used Oil Block Grants. Both the contractor and Public Works will

be soliciting additional contributions from non-County sources for this Program. Contributions will be spent within the contract's current term when the contributions are received regardless of whether or not all Public Works' funds were spent for that term. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractor has properly executed this contract and County Counsel has approved it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for services required on an as-needed and intermittent basis.

CONTRACTING PROCESS

On May 22, 2002, Public Works solicited proposals from 448 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On July 8, 2002, eight proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff and representatives from the City of Pasadena, City of Los Angeles, and Heal the Bay. The committee's evaluation was based on criteria described in the RFP which included effective use of funding, proposal objectives, similar projects, proposal effectiveness, qualification of staff, and financial resources. Based on this evaluation, Public Works is recommending that this contract be awarded to Pulsar Advertising, Inc., located in Beverly Hills, California, who was found to be the most responsive and responsible proposer to perform the required service.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and no payment for services received after contract expiration or termination.

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Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please have the original and one copy of this contract signed by the Chair. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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A:\Used Motor Oil Public Education Program.wpd

Enc. 5

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2003, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," AND PULSAR ADVERTISING, INC., hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 8th day of July 2002, hereby agrees to provide services to plan, conduct, and evaluate the Los Angeles County Regional Used Motor Oil Public Education Program to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Regional Used Motor Oil Public Education Program."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services in strict accordance with the Contract Specifications to the satisfaction of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission an amount not to exceed \$791,131 for the first year and \$450,000 for the second year or such greater amounts as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

FIFTH: In the event that the Contractor's proposal conflicts with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of
the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

Pulsar Advertising, Incorporated

By _____
Its President

By _____
Its Secretary